JD(ATL)–62–03
Louisville, KY

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
ATLANTA BRANCH OFFICE

THE COURIER-JOURNAL, A division of GANNETT KENTUCKY LIMITED PARTNERSHIP

and **Case 9–CA–39958**

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 3310, AFL-CIO

Kevin P. Luken, Esq., and
Deborah Jacobson, Esq.,
for the Government.[1]
William A. Behan, Esq.,
for the Newspaper.[2]
Joanne Smith, President,
for the Union.[3]

DECISION

Statement of the Case

WILLIAM N. CATES, Administrative Law Judge. I heard this case in trial in Louisville, Kentucky, on July 16, 2003. The case originates from a charge, filed by the Union on January 29, 2003, and amended on February 12, 2003, against the Newspaper. The prosecution of this case was formalized on March 27, 2003, when the Regional Director for Region 9 of the National Labor Relations Board (Board), acting in the name of the Board's General Counsel, issued a Complaint and Notice of Hearing (complaint) against the Newspaper.

The complaint alleges the Newspaper violated Section 8(a)(5) and (1) of the Act when on or about November 11, 2002, it failed and refused to furnish the Union certain specific information the

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1 I shall refer to Counsel for the General Counsel as Government Counsel or the Government.

2 I will refer to the Respondent as the Newspaper. Counsel for the Newspaper stated at trial that its correct name is as set forth above. The Government, in its brief, has used that designation. The caption of this case is, therefore, hereby amended to reflect the correct name of the Newspaper.

3 I shall refer to the Charging Party Local 3310 as the Union.

Union had requested in writing on or about October 23, 2002.[4] It is alleged that the requested information is necessary and relevant to the Union for the purposes of formulating bargaining proposals and for the performance of the Union's duties as exclusive bargaining representative for an appropriate unit of employees.[5] It is also alleged the Newspaper instituted new health insurance premiums for unit employees without prior notice to the Union and without affording the Union an opportunity to bargain with the Newspaper with respect to this conduct and the effects of this conduct.

The Newspaper admits that the Board's jurisdiction is properly invoked[6] and that the Union[7] is a labor organization within the meaning of Section 2(5) of the Act. The Newspaper denies that it violated the Act in any manner alleged in the complaint. The Newspaper asserts, in its timely filed answer to the complaint, at trial, and in its post-trial brief, that settlement of a prior Board charge, filed by the Union herein, addressed what information the Newspaper would and would not need to furnish to the Union. The Newspaper asserts that it provided all information called for in the settlement agreement and that the Union is simply seeking to revisit that settlement by again requesting the same information. The Newspaper asserts that it was lawfully privileged to institute new health insurance premiums for the unit employees and that it effected the changes, as it had on previous occasions, to preserve the "dynamic status quo." The Newspaper asserts the same changes were made, as called for in the parties' most recently expired collective-bargaining agreement, for the non-represented employees as for the unit employees.

I have studied the whole record, the briefs filed by the Government and the Newspaper, and the authorities they rely on. Based on more detailed findings and the analysis below, I conclude and find the Newspaper violated the Act substantially as alleged in the complaint.

FINDINGS OF FACT[8]

I. Overview

The Newspaper publishes and distributes a daily newspaper in and for greater Louisville, Kentucky. Formerly, the Unit was represented by Louisville Typographical Union Number 10, and the parties entered into successive collective-bargaining agreements, the most recent of which was effective from

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4 All dates are in 2002 unless otherwise indicated.

5 The Newspaper has recognized the Union as representative of "all journeymen employed in the Newspaper's Composing Room." Based on Section 9(a) of the Act the Union has been, and continues to be, the exclusive collective-bargaining representative of the unit employees.

6 The Newspaper admits that during the 12-month period preceding the issuance of the complaint herein, a representative period, it derived gross revenues in excess of $500,000 and held membership in or subscribed to various interstate news services, including Associated Press (AP) Wire Services. The Newspaper admits, the evidence establishes and I find it is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

7 The Newspaper admits, and I find that the Union is a labor organization with in the meaning of Section 2(5) of the Act.

8 The essential facts are not significantly disputed. Unless I note otherwise, my findings are based on admitted or stipulated facts, documentary exhibits, or undisputed and credible testimony.

August 19, 1996, to August 18, 1999. On or about September 1, 1996 Louisville Typographical Union No. 10 merged with the Communications Workers of America Local 3310 and became the Union herein. The parties have been in negotiations since the expiration of the most recent agreement but have not reached a new agreement or impasse. The parties have held nine bargaining sessions between June 22, 1999, and October 23, 2002. There have been no bargaining sessions since October 23. In 1999, when the parties commenced negotiations for a new agreement, they began discussing non-economic issues, but, starting in January 2002, they began negotiating regarding the elimination of the Composing Room Department. Technological advancements are eliminating the work traditionally performed in the Composing Room. The Unit at one time had approximately 180 to 200 employees; however, there are only 5 employees currently in the Unit. There is no issue regarding the elimination of the Composing Room Department.

Joanne Smith is president of the Union, and Mike Arnold is Shop Steward. Wendell J. Van Lare is Vice President of Labor Relations and Senior Labor Counsel for the Newspaper.

II. Alleged Unfair Labor Practices

A. Information Request

1. Facts

The Newspaper is currently constructing a state-of-the-art production facility. Upon its completion, scheduled for September 2004, all jobs in the Unit will be eliminated. Of the 5 current Unit employees, 3 are expected to take early retirement and 2 will be assigned to other departments at the Newspaper. All 5 of the current unit employees have lifetime employment guarantees with the Newspaper. The most recent negotiations have been focused on early retirements or transfers to other departments for the unit employees. On January 30, Vice President Van Lare appeared at negotiations as the chief spokesperson for the Newspaper in order to explain the impact of the new production facility, including specifically the elimination of all unit jobs, and to offer "what we regard as a very attractive [early retirement] program."

On August 7, 2001, the Union made an extensive information request that included requests for a list of all departments and a copy of all current job descriptions. The request was again presented to the Newspaper at the negotiating session of January 30. The Newspaper did not provide the information sought, and the Union filed an unfair labor practice charge. On May 7, the Regional Director for Region 9 approved a settlement agreement between the parties pursuant to which the Newspaper, among other undertakings, agreed to provide a list of all departments and information relating to jobs except that the information relating to jobs was "restricted to non-represented employees in jobs to which composing room employees might reasonably be expected to be transferred or to employees who may reasonably be expected to perform work currently performed by composing room employees." On May 23, the Newspaper provided the list of all departments and job descriptions and related information regarding employees in the Ad Services Department and "on the Internet." The Union made no contemporaneous objection to the Newspaper regarding the scope of its response nor was any objection made to the Region regarding the Newspaper's compliance with the settlement

agreement. On July 18, the Region closed the case.

At some point, the record does not disclose when, Union President Joanne Smith learned from employees that Composing Room Department employees had, in the past, transferred to departments other than Ad Services or Internet. Shop Steward Mike Arnold, who has worked in the composing room for over 40 years, confirmed that in the 1970's employees had transferred to both the News and Advertising Departments. Documentary evidence provided by the Newspaper pursuant to subpoena confirms that Composing Room Department employees did transfer to various departments, including the Technology, News, and Circulation Departments.

On October 23, the Union wrote the Newspaper stating that it had reviewed the information provided on May 23, and that "relevant information was omitted and we are, therefore, requesting the following information/data[.]" In separate paragraphs, the Union requests descriptions of the Technology and News Departments, job descriptions for all positions in the Technology, News, and Circulation departments, and a list of all represented and unrepresented employees in the foregoing departments together with their dates of hire, rates of pay, job classification, last known address, and telephone number.

In a letter also dated October 23, the Newspaper responded that it had complied with the settlement agreement and declined to provide the information requested.

On October 26, the Union wrote again explaining that, in the past, "members have been transferred to the News, Technology and Circulation departments. Based on this well known fact it is our reasonable belief that our members might be transferred to these departments." The letter continues stating that the information sought was "requested in good faith in order to represent our members." President Smith testified that the information was being sought in order to give the members "the best options on where they might transfer to."

By letter dated November 19, the Newspaper responded. The response acknowledges that the Union had not previously requested a description of the work performed by the Technology and News Departments and it provided that information. The Newspaper denied the remainder of the request noting that information regarding employees not in the bargaining unit is not presumptively relevant and that the request sought personal and confidential information regarding non-unit personnel. The response stated that the Newspaper had compiled with the settlement agreement because Ad Services and the "on-line content position" were "the only reasonable matches" for the employees expected to be transferred.

2. Analysis and Concluding Findings

The Government argues that the information sought by the Union, although relating to non-unit positions, is relevant "in order to provide unit employees with the most and best options concerning transfer." It further argues that Section 10(b) has no application to the Union's current request for relevant information.

The Newspaper argues that the Union's re-request for information previously sought that resulted in a settlement agreement constitutes "relitigation," that the instant complaint allegation is barred by Section 10(b), and that the information sought is not relevant.

Contrary to the Newspaper's argument regarding relitigation, there was no litigation of the prior unfair labor practice charge. There was a settlement.

Regarding the Section 10(b) argument, I am aware of no precedent, and Counsel for the Newspaper has cited none, that precludes consideration of the relevancy of a timely current request for information that was not provided pursuant to a prior request. See *Providence Hospital*, 320 NLRB 790, 794 at fn. 4 (1996). As the Board noted in the factual context of a request for information following an arbitration, "it is by definition not possible to pass on the propriety of requests made *in futuro* …." *The Kroger Company*, 226 NLRB 512, 513 at fn. 6 (1976).

The Newspaper is correct in asserting that it is incumbent upon the Union to establish that the information concerning non-unit positions is relevant and necessary. See *Public Service Electric & Gas Co.*, 323 NLRB 1182, 1186 (1997), enfd. 157 F.3d 222 (3d Cir. 1998). Despite this, the Union's burden "is not an exceptionally heavy one, requiring only that a showing be made of a 'probability that the desired information is relevant, and that it would be of use to the union in carrying out its statutory duties and responsibilities.'" Ibid, quoting *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 437 (1967).

The Union, being aware that unit employees had been transferred to departments and positions other than those identified by the Newspaper, sought job descriptions in the Technology, News, and Circulation Departments. Unit employees have, in the past, been transferred to each of those departments. The job descriptions sought will reflect whether existing positions in the foregoing departments offer viable work opportunities given the skills of the unit employees. Such information will certainly "be of use to the union" in assessing the options open to the remaining unit employees. The Newspaper, in furnishing information pursuant to the settlement, determined the positions to which it believed unit employees most likely would be transferred. The Union is entitled to information that will show whether there are additional positions in the foregoing departments to which its unit members could be transferred as well as the pay rates for each of those positions. By failing to provide the foregoing information, the Newspaper violated Section 8(a)(5) of the Act.

I concur with the Newspaper that identification of the individuals currently holding various job classifications in the foregoing departments, together with their addresses and telephone numbers, is unnecessary for the purposes of evaluating the suitability of those positions with regard to unit employees. I find that the Newspaper is not required to provide that information. Insofar as the complaint alleges a failure to provide all of the information sought by the Union, I shall recommend dismissal of that portion of the complaint relating to the failure to identify the non-unit employees by name and to provide their addresses and telephone numbers.

B. Health Insurance

1. Facts

In October, the Newspaper sent to all of its employees an undated letter signed by Vice President for Employee Benefits Roxanne Horning enclosing a booklet describing the health care benefits that would be available to employees in calendar year 2003 and instructing employees upon enrollment procedures. The letter notes that employees must enroll between October 28 and November 15, 2002. The letter further states:

> Please read the enclosed booklet carefully to learn more about Sageo [the plan administrative system], the enrollment process and benefit plan changes effective 2003. For most of the health plans that we offer, you will see that your 2003 employee contribution is increasing from this year's amount. As you are no doubt aware … health care costs are escalating at an alarming level … and, like other employers, we are finding it necessary to pass along some of the increase to plan participants.

Employee contributions are scaled to three salary brackets, employees who earn less than $25,000 per year, those who earn between $25,000 and $50,000, and those who earn $50,000 or more. The employee contribution is not set out in the booklet but is found on the enrollment form that employees must access through the Internet. Shop Steward Arnold's weekly contribution for basic health insurance increased $8.31 per week for the same level of coverage, his weekly dental insurance contribution increased $1.65, and his vision insurance increased by 27 cents.

Prior to 1996, although the collective-bargaining agreements contained no provision relating to health insurance, unit employees had received the same benefits as non-represented employees. The agreement in effect from August 19, 1996, to August 18, 1999, in Article XXXIII, provides, in pertinent parts, as follows:

> The Company agrees to continue in effect for the term of this Agreement a program of health insurance plans on the same terms as are in effect for employees not represented by a labor organization. Any changes (benefits and premiums) in such plans shall be on the same basis as for non-represented CJ [Courier Journal] employees.

Upon its expiration, the Union proposed that the foregoing collective-bargaining agreement be extended, but the Newspaper "was not interested in extending the agreement."

The Union did not seek to bargain about and did not protest various changes in health care benefits and employee contributions that were made during the term of the agreement. Nor did the Union protest or seek to bargain about changes in the benefit plans or increases in employee contributions following the expiration of the collective-bargaining agreement until it filed the charge herein on January 29, 2003. Following the expiration of the collective-bargaining agreement on August 18, 1999, employee contributions were increased effective July 1, 2000, July 1, 2001, January 1, 2002, and January 1, 2003.

2. Analysis and Concluding Findings

There is no contention that the increase in unit employee contributions would not, in ordinary circumstances, be a mandatory subject of bargaining. The Government argues that the Newspaper presented the Union with a fait accompli and that its actions violated the Act .

The Newspaper argues that it did not violate the Act because a "dynamic status quo" has been established by the language of the expired collective-bargaining agreement and the history of the parties, specifically the absence of any protest or grievance when changes were made in the past. In view of this "dynamic status quo," the Newspaper argues that a traditional waiver analysis is inapplicable.

The Newspaper argues that the collective-bargaining agreement established the status quo and that, in these circumstances, a traditional waiver analysis is not applicable. The language to which the parties agreed does not support that argument. The collective-bargaining agreement specifically provides that the agreement with regard to continuation of health insurance plans is "to continue in effect for the term of this Agreement." It is well established that waivers contained in collective-bargaining agreements do not survive the expiration of those agreements. *Ironton Publications*, 321 NLRB 1048 (1996). The Newspaper admits that, despite the request of the Union to extend the collective-bargaining agreement herein, it declined to do so. *Rockford Manor Care Facility*, 279 NLRB 1170 (1986), cited in the Newspaper's brief, is inapposite. In that case the changes in health benefits occurred during the term of the collective-bargaining agreement, and the Board affirmed the administrative law judge's finding that the contractual language to which the union agreed "waived its interest in bargaining with respect to carrier-induced changes in the health benefit plan." Id at 1174.

Regarding continuation of a purported "dynamic status-quo," the Newspaper, citing *Maple Grove Health Care Center*, 330 NLRB 775 (2000), argues that it maintained the status quo and that the status quo in this case is "the same package of health insurance benefits at the same costs as non-unit employees." The foregoing argument is too broad a reading of the principle discussed in *Maple Grove*, and it does not acknowledge that the predicate for finding a status quo is the absence of discretion. Thus, as in *The Post Tribune Co.*, 337 NLRB No. 192 (2002), it is clear that whatever changes are instituted pursuant to a dynamic status quo must be changes that "followed a well-established past practice." Id., slip op. at 2. In that case, the record established a consistent past practice of allocation of insurance premium increases pursuant to a specific formula. In the instant case, there is no such uniform past practice. Indeed, the record does not establish what percentage of the health insurance premiums are being paid by employees and the employer respectively. The allocation is discretionary. In *Eugene Iovine, Inc.*, 328 NLRB 294 (1999), enfd. mem. 242 F.3d 366 (2d Cir. 2001), in addressing a discretionary reduction in employee working hours, the Board stated: "The Board and the courts have consistently held that such discretionary acts are … 'precisely the type of action over which an employer must bargain …'"

The Newspaper's argument that it could act unilaterally because the Union had not protested or requested bargaining regarding prior changes is not supported by Board precedent. "[U]nion acquiescence in past changes to a bargainable subject does not betoken a surrender of the right to bargain the next time the employer might wish to make yet further changes, not even when such further changes arguably are similar to those in which the union may have acquiesced in the past." *Exxon*

Research & Engineering Co., 317 NLRB 675, 685-86 (1995).

The Board, in *Pontiac Osteopathic Hospital*, 336 NLRB 1021 (2001), explained that "[t]he issues of "fait accompli," "request to bargain," and "waiver" are related in the sense that a finding of fait accompli will prevent a finding that a failure to request bargaining is a waiver." Id. at 1023. The Board then cites the following principle stated in *Ciba-Geigy Pharmaceutical Division*, 264 NLRB 1013, 1017 (1982):

> The Board has long recognized that, where a union receives timely notice that the employer intends to change a condition of employment, it must promptly request that the employer bargain over the matter. To be timely, the notice must be given sufficiently in advance of the actual implementation of the change to allow a reasonable opportunity to bargain. However, if the notice is too short a time before implementation or because the employer has no intention of changing its mind, then the notice is nothing more than a fait accompli.

In this case, there was no communication with the Union. The Union learned of the impending change in employee contributions from Shop Steward Arnold who, as an employee, received the enrollment information in the mail. Any contention that the increase was not a "done deal," as President Smith characterized it, or that the employer had any "intention of changing is mind" is belied by the direction to employees to access the enrollment form on the Internet which would display the employee contribution based upon that employee's salary bracket.

Virtually the same issues that are present in this case were litigated in 2002 before Administrative Law Judge Paul Bogas. That case, which is pending before the Board, arose at this same location and addresses the Newspaper's increase in employee health insurance contributions in July 2001 and its announcement on September 24, 2001, that contributions would increase on January 1, 2002. Following those increases, Graphic Communications International Union, Local 619-M, AFL-CIO filed an unfair labor practice charge against the Newspaper. Judge Bogas heard the case on September 9, 2002. In his decision, JD–123–02, dated November 7, 2002, Judge Bogas found that the Newspaper had violated the Act with regard to the allegations of unilateral changes occurring after the Section 10(b) date of September 15, 2001. In his decision, Judge Bogas cites applicable precedent, including the precedent cited above, and concluded that the Newspaper violated the Act. I do likewise. The Newspaper, by unilaterally, without notice to or bargaining with the Union, increasing employee contributions for health insurance, violated Section 8(a)(5) of the Act.

Conclusions of Law

1. By failing and refusing to provide the Union with requested relevant information, the Newspaper has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act.

2. By unilaterally, without giving the Union timely notice or an opportunity to bargain, increasing unit employees' contributions for health insurance, the Newspaper has engaged in unfair labor practices

affecting commerce within the meaning of Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act.

Remedy

Having found that the Newspaper has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

The Newspaper having unlawfully failed to provide the Union with the relevant information it requested reflecting the job descriptions of employees in the Technology, News, and Circulation Departments, together with the wage rates for employees performing those jobs, it must provide the foregoing relevant information.

The Newspaper having unilaterally increased unit employees' contributions for health insurance, it must rescind those increases and make unit employees whole for any such cost increase from January 1, 2003, until it negotiates in good faith with the Union to agreement or to impasse. The reimbursement to employees of any increased costs shall be with interest as prescribed in *Florida Steel Corp.*, 231 NLRB 651 (1977). The Newspaper must also reimburse its employees in the manner set forth in *Kraft Plumbing and Heating*, 252 NLRB 891 fn. 2 (1980), enfd. 661 F.2d 940 (9th Cir. 1981), for any expenses resulting from its unilateral changes, with interest as prescribed in *Florida Steel Corp.*, supra.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended:[9]

ORDER

The Newspaper, The Courier-Journal, a Division of Gannett Kentucky Limited Partnership, Louisville, Kentucky, its officers, agents, successors, and assigns, shall

1. Cease and desist from:

(a) Refusing to bargain with Communications Workers of America, Local 3310, AFL-CIO, as the exclusive representative of all journeymen employed in the Newspaper's Composing Room by failing to provide the Union with the relevant information it requested reflecting the job descriptions of employees in the Technology, News, and Circulation Departments, together with the wage rates for employees performing those jobs.

(b) Unilaterally, without giving the Union timely notice or an opportunity to bargain, increasing unit employees' contributions for health insurance.

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[9] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Provide the Union with the relevant information that it requested regarding the job descriptions of employees in the Technology, News, and Circulation Departments, together with the wage rates for employees performing those jobs.

(b) Rescind the increases in unit employees' contributions for health care insurance.

(c) Make whole all unit employees for the increased cost of health insurance, with interest, in the manner set forth in the remedy section of the decision.

(d) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(e) Within 14 days after service by the Region, post at its facility in Louisville, Kentucky, copies of the attached notice marked "Appendix."[10] Copies of the notice, on forms provided by the Regional Director for Region 9, after being signed by the Newspaper's authorized representative, shall be posted by the Newspaper immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Newspaper to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Newspaper has gone out of business or closed the facility involved in these proceedings, the Newspaper shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Newspaper at any time since October 2002.

(f) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Newspaper has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, DC

[10] If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

JD(ATL)–62–03

William N. Cates
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

WE WILL NOT refuse to bargain with Communications Workers of America, Local 3310, AFL-CIO, as the exclusive representative of all journeymen employed in the Composing Room by failing to provide the Union with the relevant information it requested reflecting the job descriptions of employees in the Technology, News, and Circulation Departments, together with the wage rates for employees performing those jobs, and **WE WILL** provide that information.

WE WILL NOT, unilaterally, without giving the Union timely notice or an opportunity to bargain, increase unit employees contributions for health insurance, and **WE WILL** rescind those increases and make whole all unit employees for the increased cost of health insurance, with interest, in the manner set forth in the remedy section of the decision.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

THE COURIER-JOURNAL, A division of GANNETT KENTUCKY LIMITED PARTNERSHIP

(Employer)

Dated _____ By _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To

find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

550 Main Street, Room 3003, Cincinnati, Ohio 45202–3271
(513) 684–3686, Hours: 8:30 a.m. to 5:00 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S

COMPLIANCE OFFICER, (513) 684–3750